



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

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Matter of: Suddath Van Lines

File: B-247430

Date: July 1, 1992

### DIGEST

A prima facie case of carrier liability is not established where in 1988 a shipper provides no substantive evidence to support her allegation that \$2,000 was paid in 1975 for a Karastan carpet lost by the carrier, which had been listed on the inventory as only "rug, red, green." The member must offer some substantive evidence that indicates the value of the lost item.

### DECISION

Suddath Van Lines requests review of our Claims Group's settlement denying its claim for a refund of \$1,646.50, which the Air Force had set off for the loss of a rug during the shipment of a service member's household goods in September 1988. We reverse the settlement.

The lost rug was listed on the inventory as "rug, red, green." The member claimed that she bought the rug in 1975, for \$2,000. She did not furnish a purchase receipt, but instead submitted evidence of the replacement value of a 9' x 11' Karastan carpet: a retailer's 1988 estimate of \$2,358.50. The amount set off is the depreciated value.

The Claims Group, in affirming the Air Force's set-off, pointed out that the carrier was responsible for accurately describing the item on the inventory, and that the member had no duty to annotate the inventory with a specific description or otherwise to specify that the rug had a high value. The Claims Group determined that Suddath's failure to be more specific, on the inventory, about the rug's manufacturer or style--which appears to have been "oriental"--does not establish that the claimed rug was not tendered to the carrier. The Claims Group further noted that it would be unreasonable for the member to have kept a sales receipt for a rug bought 13 years earlier.

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In its request for review, Suddath admits that the rug was missing at the time of delivery but contends that the shipper has not demonstrated a \$1,646.50 loss. In Suddath's view, the member has not shown that the rug in fact was a 9' x 11' Karastan oriental carpet; the carrier points out that the record does not include, for example, a picture of the rug or a statement about it from any of the member's friends or family.

To establish a prima facie case of carrier liability for loss, a shipper must show (1) that the property was tendered to the carrier, (2) that the property was not delivered, and (3) the amount of the loss. Only then does the burden of proof shift to the carrier. Missouri Pacific Railroad Co. v. Elmore Stahl, 377 U.S. 134, 138 (1964) X

The issue is the shipper's evidence of the value of the rug admittedly tendered and lost. The member claims that the rug was a 9' x 11' Karastan purchased in 1975 for \$2,000, but the record contains no further details or evidence of value. While it may not be practicable to present a paid receipt of purchase, the member still must present at least some substantive evidence to support each element of his/her prima facie case against the carrier, including the value of the loss. Compare B-205084, June 8, 1983. The member could provide a detailed statement by herself or others, or other evidence (e.g., insurance rider, photograph), that provided some evidence of the \$2,000 value that is claimed. The mere allegation that the rug was a Karastan bought a number of years ago for \$2,000 is insufficient to sustain the settlement.

The Claims Group's settlement is reversed.

  
James F. Hirschman  
General Counsel

**PROCUREMENT**

Payment/Discharge

Shipment

Carrier liability

Burden of proof